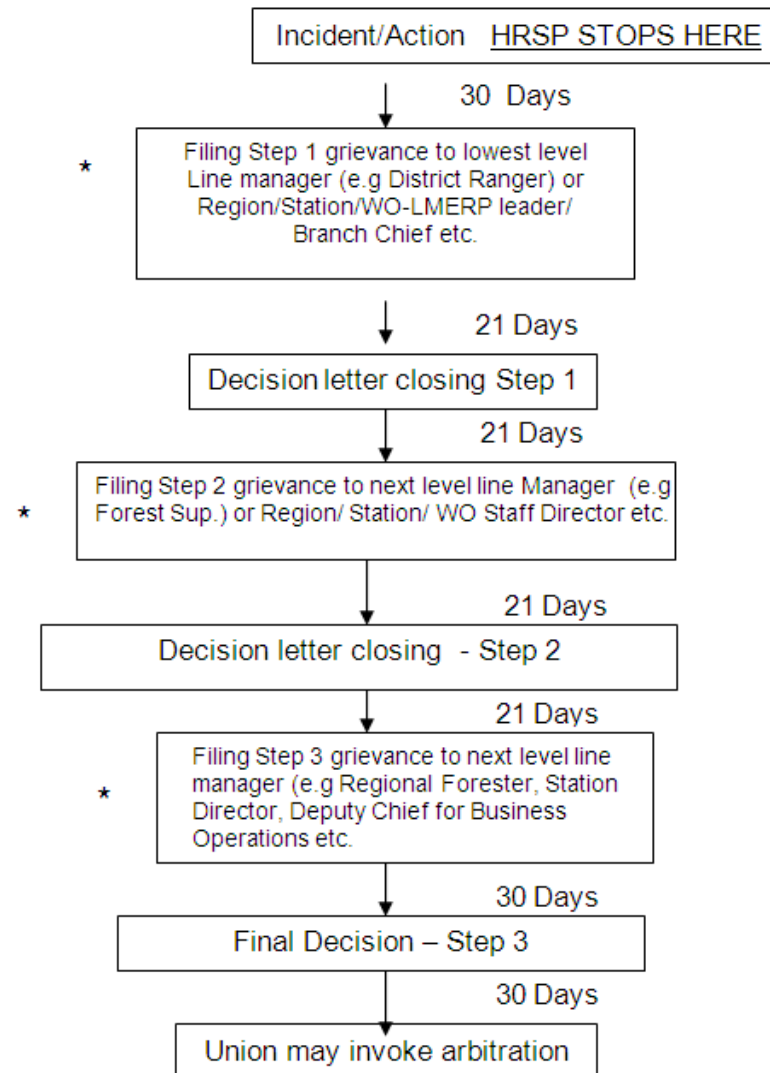


Negotiated Grievance Process

(Article 9- Master Agreement-Employee & Union Procedure)

- ADR may be used before Step 1 grievance is filed (filing extension not available)

- * ADR may be initiated and used at any step or the NGP to resolve issues. Master Agreement encourages the use of ADR. Timelines of the NGP may be extended by mutual agreement after a grievance is filed.



Executive Board Members

Ron Thatcher, President

rthatcher@fs.fed.us

1101 US Hwy 2 West

Libby, MT 59923

406.283.7610 (w)

406.291.0597 (cell)

406.283.7709 (FAX)

Melissa Baumann,

Secretary/Treasurer

mbaumann@fs.fed.us

Forest Products Laboratory

One Gifford Pinchot Drive

Madison, WI 53726

608.231.9278 (w)

608.698.2645 (cell)

801.650.7354 (eFAX)

Council Vice Presidents

R-1, Ronald C. Angel

rangell@fs.fed.us

Sandpoint, ID 83864

208-265-6646 (w)

208-290-7188 (cell)

R-2, Bernedene (Bernie)

Robertson

bcrobertson01@fs.fed.us

109 Ta'Bi Drive

Worland, WY 82401

307.431.2226 (w)

307.431.2226 (cell)

307.347.9449 (message)

R-3, Randy Gonzalez

randygonzalez@fs.fed.us

101B Sun Ave, NE

Albuquerque, NM 87109

505.452.7559 (text)

866.926.0618 (relay)

R-4, David V. Chevalier

davidchevalier@fs.fed.us

324 25th St., Rm 4426

Ogden, UT 84401

801.625.5216 (w)

801.641.6819 (cell)

R-5, Dan Duefrene

dduefrene@fs.fed.us

HC01 Box 100

Platina, CA 96076

530.226.2440 (w)

530.949.8248 (cell)

530.226.2488 (FAX)

R-6, Jim Campbell

jcampbell04@fs.fed.us

265 Hwy 20 S

Hines, OR 97738

541.573.4335 (w)

541.589.3095 (cell)

541.573.4370 (FAX)

R-8, Danté A. Whittaker
Sr.

dwhittaker@fs.fed.us

1001 North Street

Talladega, Alabama 35160

(256) 362-2909 ext 136

(w)

(334) 201-9081 (cell)

(256) 362-8259 fax

R-9, Józef Drozdowski

PO Box 252

East Tawas, MI 48730

989-362-3775 (home)

989-305-5914 (mobile)

R-10, Barney Freedman

bfreedman@fs.fed.us

PO Box 19233

Thorne Bay, AK 99919

907.828.3246 (w)

907.723.5531 (cell)

907.828.3309 (FAX)

Job Corps, Larry King

lking@fs.fed.us

P.O. Box 192

Whitley City, KY 42653

606.354.4205 (w)

606.376.2470 (h)

Research, Mark Davis

mwdavis01@fs.fed.us

Forest Products Laboratory

One Gifford Pinchot Drive

Madison, WI 53726

608.231.9474 (w)

608.772.2169 (cell)

WO Units (LE&I, CIO,
Enterprise Programs and
WO HQ) - James C.

"Chris" Berry

cberry01@fs.fed.us

1621 North Kent Street,

Room 800 RPE

Arlington, VA 22209

703-605-5305 (w)

703-244-6256 (mobile)

703-605-5108 (non-secure
fax)

ARTICLE 9

GRIEVANCE PROCEDURE

1. Common Goal: The purpose of this article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the public interest.
2. Definitions: Grievance means any complaint by any—
 - a. Employee concerning any matter relating to his or her employment.
 - b. Labor organization concerning any matter relating to the employment of any employee.
 - c. Employee, labor organization, or agency concerning—
 - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
3. Exclusions:
 - a. This grievance procedure does not apply to—
 - (1) Any claimed violation of Title 5, Chapter 73, Subchapter III of the United States Code ([5 U.S.C. Chapter 73, Subchapter III](#)), relating to prohibited political activities (Hatch Act).
 - (2) Retirement, life insurance, or health insurance.
 - (3) A suspension or removal under [5 U.S.C. 7532](#) (national security reasons).
 - (4) Any examination or certification administered by Office of Personnel Management.
 - (5) Appointments.
 - (6) The classification of any position that does not result in the reduction in grade or pay of an employee.
 - (7) Reduction-in-Force or furloughs of more than 30 days.

- (8) Separations during a probationary or trial period. (This exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature.)
 - (9) Separation or reduction-in-grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the Merit Systems Protection Board (MSPB). (This exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature.)
 - (10) Bills of Collection issued to employees, which are covered by special process in Article 22, Section 9.
 - (11) Collections from accountable officers (unless case law makes it grievable).
 - (12) Determinations of exempt/nonexempt status and claims for compensation under the Fair Labor Standards Act.
- b. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising the option of appealing adverse actions or actions for unacceptable performance to the MSPB or processing any prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. In the event MSPB accepts the appeal of an employee who has filed a grievance in writing, the grievance will be cancelled.
4. Resolution:
- a. Grievance prevention: Most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis. In order to resolve issues that may result in grievances, potential grievants are encouraged to contact and discuss their concerns with the other party, using the Early Intervention Program (EIP) when desired. However, such discussions prior to the start of the grievance process do not extend any time frames unless mutually agreed to in writing.
 - b. Management will cancel an employee's grievance at the employee's request; upon termination of the employee's employment with the agency, unless personal relief to the employee may be granted after termination of employment; or upon the death of the employee, unless the grievance involves a question of pay.

5. Application: A grievance may be filed by an employee or a group of employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Union provided that the Local Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union Representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.
6. Employee and Union Procedure:
 - a. Grievances taken in response to a written decision letter notifying the employee of an action under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance) must be filed in writing within 30 days of receiving the decision letter as a Step 3 grievance.
 - b. Alternative Dispute Resolution (ADR): The Parties are encouraged to use the EIP or other mutually agreed to ADR processes that will facilitate resolution of problems.
 - c. Step 1:
 - (1) The grievant and/or the assigned Union Representative must file the grievance—in writing and on a formal basis within 30 days of the occurrence of the matter being grieved, or within 30 days after first becoming aware of the matter—with the first line officer or equivalent (i.e., district ranger, Staff Director, Job Corps Center department head, regional office or Washington Office group leader, supervisory law enforcement officer, station project leader/group leader, nursery superintendent, or International Institute of Tropical Forestry (IITF) Assistant Director or group leader.
 - (2) The grievant will identify the issue(s) being grieved, provide any supporting evidence, and the relief requested. The deciding official will examine the issues and conduct fact finding deemed necessary to understand the matter being grieved before issuing a decision. A written decision will be transmitted to the grievant and Union within 21 days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 2 along with the name and address of the Step 2 deciding official.

d. Step 2:

- (1) If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing within 21 days after receipt of the decision of the Step 1 grievance to the following appropriate official's office:

Job Corps	Center Director
National Forests	Forest Supervisor
Regional Office	Staff Director or equivalent
Research Unit.....	Assistant Director or equivalent
Technology and Development Center	WO Engineering Staff Director
Washington Office	Staff Director or equivalent
Law Enforcement & Investigations (LE&I)	Regional Special Agent In Charge
IITF	Director
Unit not identified above	Line manager equivalent position as determined by Management

- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 2 will include the information required under Step 1 and a copy of any letter or document being grieved.
- (3) When mutually agreed, a meeting or EIP/ADR process may be used to attempt resolution of the grievance.
- (4) After examination of the grievance by the deciding official, a written decision will be transmitted to the grievant and Union within 21 days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 3 along with the name and address of the Step 3 deciding official.

e. Step 3:

- (1) If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing within 21 days after receipt of the decision of the Step 2 grievance to the following appropriate official's office:

National Forests and Regional Offices	Regional Forester
Job Corps	Field Office Director
Washington Office, Technology and Development Center, LE&I, & IITF.....	Deputy Chief for Business Operations, Research Station Director, or Forest Products Laboratory Director

- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 3 will include the information required under Step 1 above and a copy of any letter or document being grieved.

(3) A meeting or EIP/ADR process may be used to attempt to resolve the grievance when mutually agreed.

(4) The official listed above shall examine the grievance and render a written decision to the grievant and the Union within 30 days of receipt of the Step 3 grievance. This decision shall be the final Agency decision on the grievance. Included with the decision shall be a statement indicating that if the grievance is not resolved, the Union may request the use of EIP or other ADR process, or refer the matter to arbitration in accordance with Article 10.

f. If at any step of the grievance procedure it is determined that the deciding official does not have the authority to resolve any of the issues being grieved that remain unresolved, the grievant will be informed and the grievance will be forwarded to the deciding official at the higher step of the process. This will fulfill the grievant's obligation to meet the timetable set up in the grievance procedure. When such referrals are made, timelines for the decision are extended by the time the grievance was held at the previous step, not to exceed 14 days. Any grievances referred to the Step 2 level that are not resolved may proceed to the final Step 3 level. Any grievances filed with the Regional Forester or equivalent at the first step that are not resolved may proceed to the Deputy Chief for Business Operations, Washington, DC, as a Step 3 grievance.

g. In grievances where there are multiple issues that are resolvable by deciding officials at different steps of the process, the grievance will be handled first by the lowest level deciding official with authority to resolve one or more issues. Any unresolved issues remaining after a decision is issued may be elevated to the next step of the process.

7. Local Management Grievance Procedure:

a. Alternative Dispute Resolution: The Parties are encouraged to utilize the EIP or jointly develop optional ADR processes that will facilitate resolution of problems.

b. Step 1: The local manager will notify the Local Union President or other designated Local Official of a potential grievance. This notification must be made within 14 days of the incident that gave rise to the potential grievance unless Management could not reasonably be expected to be aware of the incident by such time. In that case, the notification must be given within 14 days of the date that Management should have become aware of the incident. Within 7 days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Local Official shall respond in writing to the local manager within 14 days of the meeting.

c. Step 2: If not resolved at Step 1, the local manager may submit the grievance to the Forest Service Council (FSC) Grievance Committee within 14 days after receipt of the written response in Step 1. The FSC Grievance Committee will make a decision in writing to the local manager within 14 days of receipt of the Step 2 grievance.

- d. Step 3: In the event satisfactory resolution is not achieved, the local manager may submit the grievance to the National Federation of Federal Employees (NFFE) FSC President. The Step 3 grievance must be submitted in writing within 14 days after receipt of the decision on the Step 2 grievance. A copy of the Step 2 decision will be attached. The NFFE FSC President will make a decision in writing to the local manager within 30 days of receipt of the Step 2 grievance.
 - e. Step 4: In the event satisfactory resolution is not achieved, the Management Official designated to receive Step 3 grievances in Section 6.e. may elect to proceed to arbitration in accordance with the provisions of Article 10.
8. Procedure for the National Parties: Per Section 2 above, either the Union or Management may present a grievance to the other party. The National Parties, the Deputy Chief for Business Operations, or the President of the NFFE FSC may present a grievance to the other Party within 21 days of the date of a grievable occurrence or the date when the Party could have reasonably been aware of the occurrence. The grievance may be presented orally or in writing. The Parties will meet or otherwise communicate within 14 days after receipt of the grievance. The receiving Party will respond in writing to the grieving party within 30 days of the meeting. In the event satisfactory resolution is not achieved, the grieving Party has the right to refer the matter to arbitration in accordance with Article 10, Arbitration.
9. Time Limits: Time limits in this article may be extended by mutual consent of the Parties. In the event that the grievance is mailed or sent by Electronic Communications (EC), the receipt date shall be the date of mailing plus 3 days. The Parties agree to respond to the grievance within the time frame allowed. However, if either Party is unable to file or respond within the time frames, the reason for the delay will be stated, and an automatic 7 day extension of the time limits will be granted. When information, which is needed to process a grievance or determine if a grievance exists, is requested from a Party the time limits will be extended equal to the amount of time required to receive the information. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall result in the responding Party's liability for the arbitrator's fees and expenses, unless mitigating circumstances prevail.

ARTICLE 28

Fire and Other Incidents

1. General: Although the following relates primarily to fire incidents, the parties recognize that many of the following provisions apply to other emergency incidents:
 - a. The Parties jointly and wholeheartedly are committed to "zero tolerance" of carelessness and unsafe actions and jointly agree to adopt and support the following firefighting code of safe practices:
 - (1) Safety comes first on every incident, every time.
 - (2) The standard firefighting orders are firm. We don't break them; we don't bend them.
 - (3) All responders shall have the right to a safe assignment.
 - (4) Every firefighter, every fireline supervisor, every fire manager, and every agency administrator has the responsibility to ensure compliance with established safe firefighting practices.
 - b. The Parties agree that all employees are expected to perform wildland fire support as directed within their qualifications and physical capabilities.
2. Union Representation at Incident Camp:
 - a. Union officials or their designees have the right to represent bargaining unit employees at all incident camps. The Union may designate a sufficient number of representatives to assure up to 24 hour coverage, based on representational need, at any incident camp where Forest Service employees are present.

- b. The need for an on site Union Representative(s) will be based upon anticipated or actual representational workload. If the Vice President for the National Forest System Region (Regional Vice President (RVP)) or designee determines a need to send a Union Representative(s) to an incident camp, he or she will contact the regional human resources director or designee. They will make arrangements for dispatch of the specified Union representative(s) designated by the RVP or designee to the incident. When a Representative is dispatched, dispatch will be through the normal incident dispatch procedures. Initially, one Union representative may be dispatched. Based on anticipated or actual representational workload, additional Union representatives may be dispatched.
- c. When a staffing level of 300 individuals on a Forest Service incident or 300 Forest Service employees on other than a Forest Service incident is reached, and a camp has been established, the RVP or designee will be notified. Notification to the Union will be within 24 hours after staffing reaches 300. That notification will inform the RVP or designee of the location of the incident and the name of the Incident Commander. The Incident Commander will be notified of the name and contact information of the RVP or designee.
- d. If no representative(s) is dispatched to the incident, the RVP's or designee's name, and contact information will be conspicuously posted in incident camp(s). If the need arises for an employee to contact the RVP, facilities will be made available to make this contact.
- e. Union Representative(s) will check in with the Incident Commander or designee on arrival and departure.
- f. When a dispute arises from a situation on an incident, the time limit for raising that issue to the appropriate official under Article 9 will not begin to run until the day after the employee returns to his or her official duty station. If the grievant is dispatched to another incident or temporary duty assignment that prevents him or her from preparing and presenting a pre-grievance notification in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

3. Restricted Facilities: Management will not unduly restrict employees to facilities while in a non-pay status.
4. Work Schedules: If it is necessary on the second day of an incident to deviate from an employees' established tour of duty, the first 8-, 9-, or 10-hour tour, as appropriate, shall be used. Incidents involving less than one calendar day will not affect an employee's established tour of duty.
5. Application of Hazard Pay for Prescribed Burns Including Prescribed Natural Fire:
 - a. Employees working on these assignments will be paid hazard pay if the burn goes out of control and is declared a wildfire.
 - b. For the purposes of this section, the Agency with jurisdiction will certify in writing daily that a prescribed natural fire is within its prescription, and that adequate resources have been assigned to ensure that each fire will remain within prescription for the next 24 hours, given reasonably foreseeable weather conditions and fire behavior. If these conditions cannot be met, it shall be declared a wildfire.
 - c. For purposes of this section, a prescribed burn, other than prescribed natural fire, which goes out of control will be declared a wildfire by the Agency with jurisdiction when it exceeds prescription parameters and line holding capability and cannot be returned to prescription with planned resources. For example, spotting activity that is not readily controllable with planned resources will result in the prescribed burn being declared a wildfire.
 - d. A written burn plan for any prescribed fire will be made available to the Union upon request. This plan may provide additional conditions under which the responsible official may declare a prescribed burn to have become a wildfire.

6. Safety And Health:

- a. Work Capacity Test: The Work Capacity Test Program is the process used to facilitate preparation and testing of the employee. In accordance with Agency policy and the annual Work Capacity Test for Wildland Fire Qualifications Implementation Guide, each employee involved with or wanting to be involved with fire programs will be required to meet the required fitness standards.
- b. Smokejumper Safety:
 - (1) Safety standards will be clearly written in interim directives and appropriate handbooks and enforced as written.
 - (2) The Parties recognize that recommended jumping altitudes will vary based on weather, visibility, and other variables. All jumpers will be fully trained in the use of the reserve chute, including a count leading to its deployment.
 - (3) The minimum content of all smokejumper training related to actual jumping will be predetermined, stated in writing, and covered during training.
- c. Rappeling: Safety standards contained in the United States Department of Agriculture-United States Department of the Interior (USDA-USDI) document entitled Interagency Helicopter Rappel Guide will be used to train employees involved in the use of this fire suppression technique.